NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88-198(R) Texas Paid-Up (2/93)					
γ	•	AS AND MINE (PAID-UP LEA			
THIS AGREEMENT made this 30	th	day of	December	,20 08	, between
John W. Jackson and Rosalie	Linda Jackson, husba				•
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			essor (whether one or more) whose address is	9108 Dove Ct	
Fort Worth, Texas 76126		, -	(11010)		
	and	Devon Energ	y Production Company, L.P.	, Lessee, whose add	dress is
P.O. Box 450, Decatur, Texas	76234		; WITNESSETH:		
exclusively unto Lessee the lands subject hereto it and their respective constituent elements) and all surveys, injecting gas, water and other fluids an building roads, tanks, power stations, telephone	for the purpose of investigating, e other minerals, (whether or not s d air into subsurface strata, estat	exploring, prospecting similar to those menti dishing and utilizing	oned) and the exclusive right to conduct explor facilities for the disposition of salt water, layi	(including all gases, liquid ration, geologic and geophy- ing pipelines, housing its e	hydrocarbon sical tests and imployees and
Tarrant	County Texas and d	eccribed se follows:			

See Exhibit "A" attached hereto and made a part hereof for the description of lands in Tarrant County, Texas and for additional terms and conditions which are a part of this lease.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as said Land. Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of said Land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, said Land is estimated to comprise 2.027 acres, whether it actually comprises more or less until such time as quests a lease amendment and same is filed of record.

Subject to the other provisions herein contained and without reference to the commencement, prosecution or cessation of operations and/or production at any time hereunder, this see requests a leas

- lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas, or other minerals is produced from or operations are conducted on said Land or land with which said Land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any or the following, preparing drillsite tocation and/or access road, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other minerals and any other actions conducted on said lands associated with or related thereto.
- other actions conducted on said lands associated with or related thereto.

 3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth of the proceeds received from the sale of oil produced and saved from said Land; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase or Lessee may sell any royalty oil in its possession and pay Lessor the price received by the Lessee for such oil computed at the well; Lessor's interest shall bear one-eighth of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, Lessor's interest shall bear one-eighth of the cost of full trucking charges; (b) on gas, including all gases, processed liquid hydrocarbons associated therewith and any other respective constituent elements, casinghead gas or other gaseous substance, produced from said Land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used provided the market value shall not exceed the amount received by Lessee for such gas computed at the mouth of the well, and provided further on gas sold at the wells the royalty shall be one-eighth of the net proceeds received from such sale, it being understood that Lessor's interest shall bear one-eighth of the cost of all compression, treating, dehydrating and transporting costs incurred in marketing the gas so sold at the wells; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in said Land, whether or not owned by Lessee and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have f

Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit to the credit of Lessor in the

At Lessor's address listed above (which bank and its successors are Lessors agent and shall continue as the depository bank for all shut-in royalty payments hereunder regardless of changes in ownership of said land or shut-in royalty payments) a sum determined by multiplying one dollar (\$1.00) per acre for each acre then covered by this lease, provided however, in the event said well is located on a unit comprised of all or a portion of said Land and other land or leases a sum determined by multiplying one dollar (\$1.00) per acre for each acre of said Land included in such unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or lenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, or (b) the date of completion of such well, or (c) the date on which oil or gas ceases to be sold or used, or (d) the date this lease is included in a unit on which a well has been previously completed and shut-in or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payments shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, the Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease is maintained by production or operations. However, if actual production commences within the applicable 90 day period, a shut-in periods of one (1) year each man south three as this lease, this heave the frequired or, if a shut-in royalty payment shall not be required or, if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but it shall not operate to terminate this lease. Lessee agrees to use reasonable diligence to produce, utilize or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities, other than well facilities and ordinary lease facilities of flowline, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If at any time Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such royalty or shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof,

5. (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, said Land or any portion of said Land with other land covered by this lease or with other land, lease or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas or other minerals, or any ore of said substances, and may be exercised at any time and from time to time during or after the primary term, and before or after a well has been drilled, or while a well is being drilled. Pooling in one or more instances shall not exhaust the rights of Lessee to pool said Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any such unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the office of the County Clerk in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments make no such provision, then acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the County in which said pooled acreage is located. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty or leasehold interests in lands within the boundary of any pooled unit which are not effectively pooled therewith. Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in lands within the boundary of any pooled unit. Operations on or production of oil and/or gas from any part of the pooled unit which includes all or a portion of said Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil or gas from said Land whether or not the well or wells be located on said Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not as production from a gas pooled unit, and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producin

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asich unit and county at any time operations thereon shall be excluded in calculating said royalty. Lessee may vesate any unit formed by it bercunden by interest apparate tracts, no pooling or unitization of result merely from the inclusion of bereafter covers separate tracts, no pooling or unitization of result merely from the inclusion of bereafter covers separate tracts intended or shall be implied or result merely from the inclusion of bereafter covers separate tracts which the season at the same provided any season shall nevertheless have the right to product on a production as berein provided as used in this paragraph 5 any time and from time to time during the life of this lesse shall have the right and power as to all research provided any or the result of the same during the life of this lesse shall have the right and power as to all research by the lessen of the same forming the life of this lesse shall have the right and power as to all research by the lessen of the same formed the same general season and research the same formed by Lessen the same formed by the lessen of the same formed by Lessen the same formed by Lessen the same formed by the lessen of the same with other leads, formations, attain or lesses, royalty or mineral estate in and under any other tracts of leads and operated by secondary or training the lessen of same formed by Lessen the same formed by the same formed by Lessen the same formed by the same formed by the same formed by the same formed t

term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining said Leade, Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would do under similar circumstances, or (b) release the affected across and provisions of paragraph of learent, and, in this connection, it shall be considered that no drainage exists. However, there shall be no express or implied across exists whith respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above drilling, completing well on land other than said Land and which other land and which other land and which other than said Land and which other land and which other land and which other land and all or a portion of said Land has been included in an oil unit that was formed prior to the expiration of the primary term of this lease, this lease shall remain in force so long as operations on said well or no perations on any additional well on said Land or seriesge pooled therewith. In the said if they result in the production of oil, gas or other mineral, as oil, gas or other mineral is produced from said Land or seriesge more that mineral in they result in the production of oil, gas or other mineral, as oil, gas or other mineral is produced from said Land or seriesge pooled therewith. For all purposes herein, if an oil well on a an oil unit, which includes all or a portion of said therewith. For all purposes herein, if an oil well the effective date of such realisation of some said well. If during the or appropriate of the said that the client of production in a said well. If during the considered as the date of casation of production from said well. If during the considered as the cliest leaves the said of said or seriesge of the said of the said well or a production of or oil well and contain a production of said are said well. If during the considered as the date of casation of production from said well. If during the considered are not said or a production of or oil well as a production of or oil or gas in paying quantities and such well or wells are located on adjacent land and contains a production of or oil or gas in paying quantities and such well or wells are located on adjacent land and contains a production of oil or gas in paying quantities and such well or an adjacent land and within 330 feet of and Our gas of oursel ministry that if, during the primary term betted. As one passes on said Land or leases pooled therewith, this feese shall negligible that if, during the primary term betted. All operations or production ceases on said Land or lease pooled therewith this feese shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expirations of the primary term, or serveges pooled therewith an operations on said Land or on acreage pooled therewith an operations of the primary term, this lease shall not terminate if Leasee commences or resumes operations on a screage pooled therewith an operation of the primary term, this lease shall not terminate if Leasee commences or resumes operations of the primary term, this lease shall not terminate and only only the primary term, Leasee completes criber (3) an oil will that was formed prior to the expiration of the primary term. Completes criber (3) an oil and only of the primary term of this lease. Occasions thereon.

C. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of said Land and/or portion of substitutes strate or stratum and thereby surrender this lesse as to such portion and/or portion of substitutes strate or stratum and thereby surrender this lesses and on which lesses and on which Lesses continues to conduct operations.

7. If at any time or times after the expiration of the primary term, operations or production of oil, gas or other minerals on said Lend or on acreage pooled therewith abound cease from any cases after the expiration of the primary term, operations of the primary term, operations of more than being otherwise maintained this lesses is not then being otherwise maintained this lesses of the lesses is not then being otherwise maintained this lesses of the primary term, operations of more than terminate of more than terminate of more than terminate of more than terminate of more parameters or commences any other operations within the cessation of operations of more than terminate of more than the production of the production of the primary term hereof, all operations or production of servage production of the primary term hereof, all operations or production cesses on said Lend or minerals, this lesse shall reventheless remain in full minerals, the primary term hereof, all operations or production cesses on said Lend or measure the primary term hereof, all operations or production cesses on said Lend or leases product the terminate in produced the server of the primary term hereof, all operations or production cesses on said Lend or leases product the terminate in the lease shall nevertheless remain in full minerals.

if unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lesses of any obligation arising becaunder shall not work a forfeiting or termination of this lesse, nor exact a termination or reversion of the estate created hereby, nor and operation expenses.

8. Lessee shall have the right, at any time during or after the expiration of this lesse, to remove all casing. Upon Lessee on said Land, including the right to draw and fratures placed by Lessee will bury all pipelines below ordinary plow Lessees a frequent and when reasonably necessary for utilization of the surface for some intended use by the Lessee, will bury all pipelines below ordinary plow depth, No well shall be drilled within two hundred (200) feet of any residence or barn now on said Lead and the resorts and assigns; but no change or division in such ownership of said Lead or royalties, however accomplished, shall perate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership of said Leads or royalties, however accomplished, shall perate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership as all have been furnished, by registered U. 5. mail at Lease's principal place of business, with a cardiffed copy of recorded instrument or instruments evidencing same or evidence satisfactory to Lessee. It any such change in ownership occurs by reason of the death of the decedent in a depository but horizon thereof in the owner, Lessee may nevertheless, pay or tender royalties or part thereof, to the credit of the decedent in a depository but provided for above. In the owner of the death of the owner, Lessee may withhold payment are activated of the decedent in a depository but provided for above. In the owner or man, it with a credit of the decedent in a depository but provided for above. In the owner or more parties become entitled to royalty increased or any withhold payment are activated with a recordable instrument, exceuted by all such parties, designating an agent to receive payment for all the provided instrument, exceuted by all such parties, designating an agent to receive payment or obligation the man of the decedent in a depository but the owner, of a portion thereof who obtains a

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or in part, and, in the event Lessee does so, it shall be subrine such lien with the right to enforce same and apply royalties accruing bereunder toward satisfying same. When required by state, federal or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing sushority for credit to Lessor. Without imparament of Lessee's rights under the warranty in event of failure of this, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said Land less than the entire them to a charier to be paid Lessor shall be reduced proportionately. to of under said Land to lettance not to exceed 10% of 640 acres, of the area retained hereunder and capable of producing gas or other minerals in paying quantities.

1. Lessor hereby warrants and agrees to defend the title to said Land and agrees that Lessor may, at its option, discharge any tax, mortgage or other tien upon said Land, either in whole

12. (a) Should Lessee be prevented from complying with any express or implied coverant of this lesse, from conducting operations thereon, or from producing oil or gas therefrom by reason of searcity of or inability to obtain or to use equipment or material, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, therewith; and this lesse shall be they prevented, and this lesse shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lesse shall be

(b) The specification of causes of force majeure herein commerated shall not exclude other causes from consideration in determining whether Lessee has used reason, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed whether Lessee has used reason, express or implied, and any delay of not more than six (6) months after termination of force majeure shall be deemed extended while and so long as Lessee is prevented by any such cause from conducting operations on or from producing oil or gas from said Land; and the time while Land; and the time while L

(c) All terms and conditions of this lease, whether express or implied, shall be subject to all Federal and State Laws, Executive Orders, Rules, or Regulations; and this lease shall of, any such Law, Order, in whole or in part, nor Leasec held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, пот ъе сепли pennsni

Rule or Regulation.

13. This lesse states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding upon each party executing the same and their successors, beirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor".

M ndol LESSOR TEZZOK it is excensed ou the date inst above writen

Texas	Notary Public, State of	MOTERAL STATES OF TEXAS DENNIS OF TEXAS DENNIS DEAN WICKS	
All road signal	Printed Name:		#
8-17 18-19	Motary Signature:		
		əliw	pue pueqsny
W. Jackson and Rosalie Linda Jackson	xember, 2008 by John	ecknowledged before me on Solo day of De	This instrument was
	\$	TastraT	COUNTY OF
	\$	Texas	STATE OF
TESSOK	PESSON		

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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED DECEMBER 30, 2008 BY AND BETWEEN JOHN W. JACKSON AND ROSALIE LINDA JACKSON, HUSBAND AND WIFE, AS LESSOR AND DEVON ENERGY PRODUCTION COMPANY, L. P., AS LESSEE.

LEGAL DESCRIPTION:

A tract of land containing 2.027 acres, more or less, in the James O. Quinn Survey, Abstract No. 1257, Tarrant County, Texas and being the land described in that certain Warranty Deed dated November 25, 1985, by and between Frank G. Marquez and wife, Inez M. Marquez, as Grantor, and John W. Jackson and wife, Rosalie Linda Jackson, as Grantee, and recorded in Volume 8395 Page 1657, of the Deed Records of Tarrant County, Texas.

ADDITIONAL PROVISIONS:

- 1. Notwithstanding anything contained in this lease to the contrary, wherever the fraction "one-eighth" (1/8th) appears in the printed portion of this lease the same is hereby amended to read "twenty-two percent" (22%).
- 2. Notwithstanding anything to the contrary contained in the printed form to which this Exhibit is attached, it is understood and agreed between Lessor and Lessee, that there will be no operations for oil or gas development and/or production upon the surface of the above described land without the express written consent of Lessor; provided, only that Lessee shall have the right to drill under, or through, produce from and inject substances into the subsurface of the lands covered by this Lease, from wells which are located on lands pooled therewith, or which are located on other lands.
- 3. Lessee, its successors and assigns, agree to indemnify and hold harmless and defend Lessor, its successors and assigns, agents and employees from and against all suits, claims, demands and causes of action including attorney fees and court costs that may be at any time brought or made by any person, corporation or other entity including, but not limited to, employees of Lessee, arising out of or in any way connected with Lessee's activities and operations conducted pursuant to the terms of this lease. It is further agreed that if any suit, claim, demand or cause of action is brought or arises which is or might be covered by this indemnification provision, the party hereto who first receives notice thereof will immediately notify the other party hereto. It is understood, however, that this provision will not apply if the action is caused in whole or part by Lessor's negligence or Lessor's contributory negligence.

SIGNED FOR IDENTIFICATION:

John W. Jacksom

Rosalie Linda Jackson



DEVON ENERGY PRODUCTION COP O BOX 450

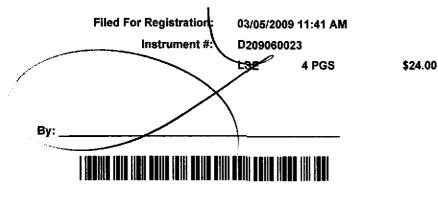
DECATUR

TX 76234

Submitter: DEVON ENERGY PRODUCTION

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

<u>DO NOT DESTROY</u> WARNING - THIS IS PART OF THE OFFICIAL RECORD.



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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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